



## PRESS RELEASE No 154/23

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Judgment of the Court in Case C-565/22 | Sofatutor

### The consumer's right to withdraw from an initially free and automatically extended subscription made via distance contract is guaranteed only once

*That is not the case where the consumer has not been sufficiently informed of the total price of the subscription*

The undertaking Sofatutor operates online learning platforms intended for pupils. When a subscription is booked for the first time, it can be tested free of charge for 30 days and can be terminated at any time during that period. The subscription becomes chargeable only after the expiry of those 30 days. When the paid subscription period expires without having been terminated, it is automatically extended for a fixed term.

When such a subscription is made via distance contract, Sofatutor informs consumers of the right of withdrawal.

An Austrian association for the protection of consumers considers, however, that the consumer has a right of withdrawal not only upon booking a 30-day free trial subscription, but also when that subscription is converted into a paid subscription and each time it is extended.

The Austrian Supreme Court, before which the dispute was brought, asked the Court of Justice to interpret the directive on consumer rights in that regard <sup>1</sup>.

The Court replies that, **when booking a subscription that features an initial free period and is automatically extended unless terminated, the consumer's right to withdraw from a distance contract is, in principle, guaranteed only once.**

Nevertheless, **if the consumer has not been informed in a clear, comprehensible and explicit manner, when booking the subscription, that after the initial free period payment will be required for that subscription, he or she must have a new right of withdrawal after that period.**

**NOTE:** A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

<sup>1</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ 2011 L 304, p. 64). Directive 2011/83 has been amended by Directive (EU) 2019/2161 of the European Parliament and Council of 27 November 2019 (OJ 2019 L 328, p. 7), which is not, however, yet applicable in the present case.

Unofficial document for media use, not binding on the Court of Justice.

The [full text and, as the case may be, the abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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Images of the delivery of the judgment are available on '[Europe by Satellite](#)' ☎ (+32) 2 2964106.

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